A communication was received from D. T. Valentine, nominating Francis J. Tuomey Deputy Clerk, in place of Chambers, resigned. Unsulmously adopted. The report of the Committee on Joint Accounts was received, and 2,000 copies ordered printed in document form. Adjourned.

BOARD OF COUNCILMEN.

BOARD OF COUNCILMEN.

THURSDAY, May 6.—Toe Beard held a regular meeting on Thursday night, Chas. H. Haswell, President, in the Chair.

President, in the Chair.

Petitions.—Of owners and occupants of property in Thirty-north street, between Second and Third avenues, to have the street paved and sidewalks flagged; referred to Committee on Streets. Of property-owners and there for iron pavement in Maiden lane; to same Committee. Of B. B. Purdy, to be refunded \$38.84, the sum paid by him to the Commissioner of Repairs and Supplies to satisfy a judgment obtained against the Coporation in the Supreme Court; to Committee on Finance.

Resolutions.—To authorize C. Vanderbilt to constinct a pier at the foot of Battery place, of the dimensions provided for in the resolution of the 16th of May, 1856; to Committee on Finance.

Mr. Dunn effered the following:

Hhereas. The Court of Appeals of the State of New York has decided the legality of the appointment of Chas. Devilin as Street Commissioner, and whereas, said Chas. Devilin, in contesting his right to the office, therefore he it.

Resolved, That it he referred to the Committee on Finance to secutain and report the amount of expenses incurred by said Chas. Devilin in contesting the right of the Committee on Finance to secutain and report the amount of expenses incurred by said Chas. Devilin in contesting the right of the Mayor, Aldermen and Commonalty to appoint a Street Commissioner for this City.

The paper was adopted without debate.

To direct the Street Committee to consider the propriety of suspending any further proceedings in relation to the proposed extension of Chambers street from Chatham street to the East River. Adopted.

The Turk.—A communication was received from the Mayor, submitting correspondence between the Hon. J. P. Brown, United States representative at Constact inople, and Fual Pasha, Turkish Minister of Foreign Affairs, relative to the reception of Rear-Admiral Mehammed Pasha by the Common Council. Received and ordered to be printed.

Reports.—Of Committee on Streets, in favor of paving Greenwich street, between Murray and Barclay streets, with Beigian pavement. Lost. Of Committee on Salaries and Offices, in favor of paying the claim of John McGrath and John F. Gay for services as gate-keepers at the office of the Superintendent of Repairs and Supplies in Essex Market-place. Adopted-Of the Committee on Accounts, relative to making an application to defray expenses of searchers, &c. Adopted.

Communication—From the Attorney to the Corporation submitting statement of amount of money received in his office for the month of April, 1858.

Accepted and ordered on file.

From Board of Aldermen.—Communication and resolution confirming the nomination of William Hackett, as Assistant-Engineer of the Fire Department, in place of N. L. Farnham, resigned; concurring to pay George Stoll for lose of horse; adopted. Of Committee on Finance, concurring to pay William Wheeler and William Davis for damages caused by a mob; adopted.

Annual MEETING OF THE CHAMBER OF

ANNUAL MEETING OF THE CHAMBER OF COMMERCE.

The Chamber of Commerce held its annual meeting vesterday at the Merchants' Bank, Wall street, P. Perit, esq., is the chair.

The first business in order was the election of officers for the ensuing year. Mr. Pelatiah Perit was manimously reflected President. He briefly returned his thanks for the unexpected honor, and hoped that, as the Chamber was soon to enter its new abode, the as the Chamber was cook to enter the new about, when members would turn over a new leaf and actively cooperate in discharging the important duties which devolved upon them. In conclusion, he promised to fulfill the obligations of his position to the best of his

ability.

Mesars. Royal Phelps and A. A. Low were unani

Mesars. Reyal Phelps and A. A. Low were unam uncusly redected Vice-Presidents.

Mr. Henry L. Bogert was elected Chairman of the Committee of Arbitration.

Mr. Augustus Silliman, President of the Merchants' Bank, was reelected Tressurer.

Mr. E. C. Bogert was reelected Secretary.

Mesars. Wm. R. Fosdick, E. D. Morgan and C. A. Davis were elected a Committee to visit the Mercantile Library.

Davis were elected a Committee to visit the Bercanale Library.

Mesars, John H. Geurlie, Moses H. Grinnell and B. R. Winthrop were elected Trustees of the Merchants' Clerks' Savings Bank.

Mesars, H. K. Bogert and Stewart Brown were elected Arbiters of Accounts.

The sum of \$200 was voied to the Clerk and \$50 to the Porter of the Merchants' Bank.

Mesars, Daniel H. Smith, Robert Benson, ic., Edward J. Mablon, Herry L. Guest, Russell C. Root, Jacob Anthrny and Henry Hentz were elected members of the Chamber. of the Chamber.

John H. Earle was elected member of the Com-

Mr. General was elected member of the Com-mittee of Arbitration for one mouth.

Mr. Ognes, from the Committee to whom was re-ferred the proposed codification of the revenue laws, reported that the several bills referred to them had been read, and sent to Mr. John Cochrane, Chairman of

the Committee on Commerce, with such amendment and suggestions as would render them most acceptable to the mercantile community. The report was

Mr. Royal Phelps moved that the Chamber do thank Mr. John Cochrane for his valuable services in the codification of the revenue laws. Adopted. Collisions at Sea.—Mr. JOHN H. BROWER, Chairman of the Committee on Collisions at Sea, made the

finan of the committee on Commissions at Sea, make following report:

The Committee appointed to consider the subject of collisions at sea beg leave to report:

Experience has proved that collisions at sea are but a chapter in the dangers and casualties common to navigation. This must continue to be so while man is but human and imperfect. And in the progressive expanse of the world of committee, the based of collisions may increase in common with the other hazards of the sea.

he see.
It has been and continues to be regarded in maritime law, that
It has been and continues to be regarded in maritime law, that these continues to be recursively likely the same rule. The continues to be recursively likely the same rule, while the consequences are adjudged in the Courts of a nation according to its local laws, even in issues joined between its own citizens and those of another nation, whereby the latter may be muletted according to make and to an extent to which the laws of their own large are adjudged in the courts of a nation according to make and to an extent to which the laws of their own large are unfairly at your great or their own large are unfairly at your great or the same continues.

those of another unifon, whereby the latter may be muleted according to mise and to an extent to which the laws of their own land are utterly at variances.

Formerly, at least in some places, it was a principle of maritime law, that in cases of collision the underwriter was bound not only to indemnify for the damage to the ship insured by him, but also for the damage to the other provided the fault of collision was chargeable to his insured—it being considered that the enderwriter included in the risks he assumed those of the master and mariners as pertaining to this class of hazards. But recently, by a decision of the Sopreme Court of the Uriled States, the underwriter is not heid to be liable beyond the damage to the vessel (whether at fault or not) insured under his immediate policy.

The reles which govern these cases generally in the Admiralty Courts of the Uriled States are that the ship at fault is rendered, for herself and her owners, liable to the unoffending party to compensation for all damages direct and contingent.

When both parties are in fault, the loss is equally divided, each party paying one-half. Thus, if one ship be damaged \$10.009 and the other \$250.000, the first with her owners would be liable for damages to the amount of \$150.000.

When fault is not imputable to either party, each must bear his own loss.

To these seneral rules a law of Courress of 1831 makes an expectation of the court of the course of the case of the court of the course of the case and the course of the course of the case o

When failt is not imputable to either party, each must bear his own loss.

When failt is not imputable to either party, each must bear his own loss.

To these general rules a law of Congress of 1851 makes an exception, limiting the liability of owners so that it shall not exceed the value of their respective interest in the ship and her freight then pending, if such owner or owners shall transfer his or their interest it such excels or freight to a trustee to the appointment by any Court of competent jurisdiction for the benefit of claimable when may prove to be legally entitled thereto.

To awail of the benefit of this limitation it must be (we presume confined to cases subject to adjudention in the Courts of the United States, because a law of the United States cannot avail in another country, whose laws (social so our own) provide a different remedy. And to avail of the limitation at home, the transfer must be made voluntarily, and before judgment is obtained for a larger amount. In other words, a man must elect to give up his supporty, even in a doubtful case, rather than two the risk of being mucted in damages to a larger amount than its value. Take, for instance, the case of a abit wholly at fault, or that the and the other may be at fault—the other of manifold her own values the least owner parts with his property rather than take the risk of much greater loss, while the owner of the larger retain this interest, with the chance of besting his adversary, and at the word of orely being brought in for the lease to sa at the end of a protracted lite action.

The test and the evidence by which fault may be made out, in

wo at of or by being brought in for the lesser loss at the end of a protracted litination.

The law and the evidence by which fault may be made out, in whole or in part, in the collision of ships, are surrounded by the greatest possible difficulties. The principles have frequently left greatest possible difficulties, the principles have frequently left indeed to be not entirely consistent with open justice, and is owiedged to be not entirely consistent with open justice, and is owinging at the United States are at issue upon trinciples sought loss on established, eather than resting upon precedents.

By a rule of the Roman law to which the English and American Courts aim to conform, we find that when collision occurs and no fault is importable to either posty, where the misfortune arose from circumstances neither could courted, as from a greater force or power, from storm and waves, then each party must bear force or power. Som storm and waves, then each party must bear bis own loss. This, however, is repugnant to the law of several maritime States. The Damish and Prueian order divide the damage equally. The Swedish declares that the damage of both ships, their carsoes and freight, shall be equally divided. Holland apportions the damage between the two ships, if it was done eciprocally. The Russian law lets the loss fall where it lights. The conflicts exist between local base shall where it lights. The employed of the laws of that nation in which it as then is brought.

would make light of ceilison with those of smaller burden. Plain reason would seem to be exactly the opposite or this maximum as the larger shipmight be less careful to avoid collision with the smaller, in cases of an aqual division of damages, with greater chatecasts receive from tone to pay to the smaller as the result. The simple reasoning of Vallin appears to as the arringest condemnation of the rule of equal apportionment, although for the present underwriters are not held to be liable beyond the subject immediately insured by them it is by no maste certain tooless there should be made agreeful thange such as we seek, whereby to let the damage rest where it follows:

ine-parably connected, in cort templation of law, with the sinking of the galiot, and a damage immediate, direct and positive from the collision.

After considering the maxim—" The proximate, not the remote "cause should be considered"—Judge Story noticed the sase in which Lord Denman had decided adverse to his pedgment, and said: "It was not supported by the snalogies of the law or by the "principles generally applied to policies of insurance."

Lord Benman, after reading the decision in the case of Peters vs. Warren Insurance Insurance Company, addressed the Hon. Charles Summer as follows:

"Your report of Judge Story's sentiments on our decision in De Vaor vs. Salvador, had not escaped my memory, and his now recorded judgment makes me regret that we did not grant a rule to show cause, that a full decision of the point might have been had. If it should arise again, the case of Peters vs. Warren Insurance Company will at least neutralize the effect of our decision, and induce any of our Courts to consider the question an open one."

We need not offer an excuse for quoting so largely from the recorded judgments of two such jurists as Lord Denman and Judge Story, since their aguments are upous a point of our subject of an which leaves men of their legal bearing at issue as to where the hishility rests. Nor can we forbear to allude to the campliment paid by Lend Denman to the decision of Judge Story, when the former expressed his regrets that the question had not been more fully ciscussed at his own bench and added that size Judge Story's recorded judgment, the question, should it arise again the former expressed his regrets that the question had not been more fully ciscussed at his own bench and added that size Judge Story's recorded judgment, the question, should it arise again before any of the English Courts, their former judgment would at least be neutralized and the question, should it arise again before any of the English Courts to the Judge Story's decient and find its law as pronounced by Judge Story bet

than the of the laver period. We do not consider the point by any means fitally disposed of as to the liability of the underwriter for damage caused to another by the direct subject of his pelley.

The laws applicable to the great highways of nations should be universal and simple. Nor should the large discretions necessarily intrusted to ship masters in general cases be narrowed down to cumulative responsibility upon his owners in cases of collision. We do not therefore, perceive the propriety of clarging a vessel and owners with fault and pecuniary damages, where what is term ed "fault" in the law should rather be called accident, misfortune, or, at most, misjudgment any more than to cast upon the owners the pecuniary consequences of a disaster at sea occasioned by fire from the caboose, a stove, or a lamp, or of wreck by the ship baving outton the master's reckuning, or from ether causes of common causelty for which this ship and owners have only to bear their own direct loss, and not losses in common with others directly or remotely concenned; because, as to such other causellies all parties interested take the risks of the same masters and manners as in cases of collision. Let us take, for instance, the case of the Colliss seamer Arctic with the French propeller Vesta, which happe ned at hight off Nantucket Shoals. If there was fault in these cases, was it more blameworthy than the total loss of the County steamer Columbia, at Seal Island, next Cape Sable; or of the Have line steamer Franklin, oa the coast of Long Island; or of the steamer Humboldt, of the same line, which run upon a rock of Halifax? These last two steamers, we believe, were lost in a feg, and in the same kind of weather, might as easily have been lost by collision as by stranding, and without any greeter fault or lack of discretion on the part of the masters and manitary. Yet in the cases of these steamers the law is clear and simple, and no one pretended their owners to be involved in any pennistry like like beyond such part of their dir

An unfinished dwelling in Skillman street near Wil-

if not as fr quent as disaster by the winds and wares. No should this class of hazarcs fallon ship-owners as corriers any nore than the consequences of fire or any other disasters equally insident to managain.

We do not accord to the principle that the carrier of cargious the control of the property of the disperse of the control of

proposed law included in our treaties with other nations generally.

Resolved. That suthenticated copies of these papers be transmitted to the Chambers of Commerce and Boards of Trade of the principal commercial cities of the United States and in Eur. pe, requesting their concertaion in furtherance of the object in view.

Respectfully submitted.

J. H. BROWER,

A. L.OW.

CHARLES H. MARSHALL, M. H. GRINNELL.

Now York May 5, 1958.

AN ACT to limit Pecuniary, liabilities, and to punish willful or want on perpetrators, in cases of Maritime Collision.

Re it enacted by the Senate and House of Representatives of the United States of America, in Compress assembled.

Sucritor I. In all cases of collisions between ships or vessels shall not be liable, in pecuniary damages, to the owner or waters of the United States the owner or owners of either or any of such ships or vessels shall not be liable, in pecuniary damages, to the owner or waters of any other of such ships or vessels, and in the liable in pecuniary damages, to the owner or waters, for any less or damaged by collision as aforessid, be liable to any shippers, owners, consignees or under writers, for any less or damage which may occur out on board of either of them.

She 2. In all cases of collisions, as aforesaid, seak-owner and

writers, for any less of damage which may decide their of them.

Sec. 2. In all cases of collisions, as aforesaid, each owner and part owner of any ship or vessel and of her freight, and each shipper, owner or consigner of cargo, or the uniterwriters for any and sil of them (so far as they may be insured), shall be at his and their own risk for whitever interest he or they may have pencing at the time and place of such collision, in the same maner as in cases of other damages occasioned by the "dampers of the seas," and to be settled according to the customary rules of average and salvage, each colded vessel, freight and cargo adjusting its boses and damages separately, and without reference to or liability of the other.

Sec. 3. All cases of collision open the high seas or upon the bakes, lays and vivers of the United States, which shall happen by the willful, malicians or premeditated act of the mater, mariners or other person or persons on board the ship or vessel thus brought in contact with another by the sillful, malicious, or premeditated act as aforesaid, shall be pinzy, and the persons as afore said, quirity of the act shall be pinzing, and the persons as afore said, quirity of the act shall be pinzing.

The subject was made the order for a special meeting, to be held on Thursday next, and 500 coptes of the

ing, to be held on Thursday pext, and 500 copies of the

ing to be held on Thursday next, and 300 copies of the report were ordered to be printed.

Mr. Davis from the Committee on Location, reported that the services of Mr. Homans as Labrarian had been engaged, and that the new building would probably be ready in less than a mosth. The Committee saked for an apprepriation of \$1,000 for books, and suggested that suitable ceremotials should be observed at the opening of the new building, and that the Governor and muticipal authorities should be invited to attend. and municipal authorities should be invited to attend. The appropriation was voted, and the whole subject of formally opening the new Chamber was referred to the Committee on Location to arrange.

The Boston Board of Trade desiring to confer with

the Chamber upon the subject of a general bankrupt law, Messrs. Robert B. Minturn, Royal Phelps, and Samuel D. Babcock were appointed a Committee of

Sanne: D. Daucker need appeared of Commerce of San The report of the Chamber of Commerce of San Francisco was received and ordered on file, and the Chamber acjourned for one week.

FIRES.

FIRE IN BEDADWAY. About 2 o'clock yesterday morning a fire broke out in Tsylor's saloon, corner of Broadway and Franklin street, but being discovered at an early moment, it was extinguished before much damage was sustained. The fire originated in the basement from a gas-burner.

A cottage house in De Kaib avenue, near Hall street, was found to be on fire on Wednesday night. One of the partitions of the second story had been broken through and a fire kindled so that the flames would reach the lath work. It having been discovered in time, the fire was extinguished before much damage was done. INCENDIARISM IN BROOKLYN.

loughby was also set on fire. It was however discovered in time to prevent serious damage.

No slarms of these fires were gives, in consequence of the imperfect condition of the telegraph, which is out of order more than half the time, or else the policies don't know how to work it.

CITY ITEMS.

MESSING OF THE HEADS OF DEPARTMENTS. The May or called a meeting of the Heads of the various City Departments, to convene at his office yesterday, at I p.m. At the expointed hour the following gent emen were present: Azariah C. Flaff, Controller; Edward Cooper, Street Commissioner; Myndert Van Schalek, President of the Croton Aqueduct Departgent: Geo. W. Merten, City Inspector. No business was done, but it was agreed to hold a regular business meeting for the consideration of municipal affairs, every Wednesday, at the Mayor's office.

closes to-morrow evening. It is said that next week the Italian opera people, under Maretzek, and Mr. and Mrs. Charles Mathews, will appear in alternate performat cee. A vaudeville compary will keep the house open for the Summer. It is also rumored that Mr. Burton will soon give up his managerial cares and retire to country life, to enjoy his hard-won competence.

Nible's Garden -The engagement of the Raveis closes this month, and the brothers will return to Europe. This theater will then be opened with a tragedy company, Miss Charlotte Cushman at the head. There is a etory that Mr. E. L. Davenport will be concerned in the management, or will at least be the leading tragedian of the company. Some of the engagements are already perfected.

Broadway Theater. - In five or six weeks this house will be opened under the management of Mr. Bateman, whose precocious off-pring have been somewhat widely known as "The Bateman Children." The style of performances will probably be the thrilling, high-pressure melodramatic, or sort of transplantation into Breadway of Bewery tactics. The prices will be twenty-five cents and one shilling.

O. U. A. CHAPTER No. 52,-Wayne Chapter No. 52 celebrated its eighth anniversary on the eve of May 5, in their hall, Bleecker Buildings. Dr. Dowling opened the exercises by a truly patriotic prayer. The O. U. A. Glee Club entertained the audience with appropriate songs. The Hon. C. T. Mills delivered an cratico, in which he very fathfully and eloquently defined the principles of the Order to be civil and religious liberty, for which the Polgrim Fathers left the homes of their calldhood, and the Revolutionary sires fought and bravely bled, to transmit to their kindred and posterity. He corjured his brethren to revere the memory of the older patriots, and remember that the boon of American liberty was purchased for their descendants-advising the brethren to be first just to themselves and then generous to foreigness. He cherished the hope that at no distant date foreign influence in this country would be among the things that were. He was quite sure that the principles of the Order were rapidly developing themselves in city and country-on the mountain's top-in the valleysin the rich man's palace and in the poor man's hovel, and acvised continued vigilance. This Chapter was represented as in a very flourishing condition, and its members devotedly attached to the principles of the

DESCENT UPON A NEXT OF THIS YES, - Yesterday morning about 6 o'clock, Officers Davis and Burnstead of the Tenth Precipct, while patrolling their bests. observed two men of suspicious appearance passing along Hester street, having in their possession two large bandles. The officers arrested them, and took them to the Station-House, where they gave their names as Kappel Hyman, a peddler, and Albert Slater, by trade a tailor. The bundles, upon examination, were found to contain eeven frock coats and five pairs of pantalcors. The residence of Hyman, No. 111 Hester street, was then visited, and the officers found two ren nants of prunells, one of disper, a piece of linen and thirty-nine ounces of melted silver. In Sister's toom were found, a vest, four silk handkerchiefs, a black cravat, a box of spool silk, a box of thread, a pair of savors, a remnant of disper and another of silk, and various other articles of merchandise, beside two pawn-brokers' tickets for a coat and frock. The thieves were locked up, and the property awaits claimants at the police beadquarters.

-Fernando Wood is a candidate for the Presidency of the above named Democratic Association, in place of Charles H. Brackett, at present employed in the Custen House The election will take place on Monday

ASSUAL ELECTION OF THE BOARD OF UNDER-WHITERS .- The Board of Underwriters met pesterday afternoon, and reflected the following officers: A. B. Neilson, President: T. B. Satterthwaite, Vice President; Elwood Walter, Secretary. Executive Committee-A. B. Neilson, Elwood Walter, and John D.

REAL ESTATE. - The following sales were made yeserdny at the Merchants' Exchange by A. J. Bleecker, Son & Co.:

The property known as Nos 35 Lispenard and 23t Church statets, adjoining, N. E. corner of the above

Charch stacets, adjoining, N. E. corner of the above streets, adjoining, N. E. corner of the above streets, 183,8 E of inh av., 15,8,289, 5,000. Three-strey brick House and Lot, S. W. corner Lexington avenue and 156th street.

Also, the following, by Adrian II. Mullar:
One Lot south side that street, 225 feet west of 9th avenue, 22,39,11.

Two Lots south side dist street, adjoining, each \$127.

Time Lots on 150th street, and three Lots on 131st street, 189 feet E. of 5th avenue, \$155 each.

LOCK YOUR DOORS .- The house of Mr. Cummings, No. 791 Sixth avenue was entered by a thief some time pesterday morning, and \$50 in bills stolen from the pecket of a dress belonging to Mrs. Cummings. The

robbery was at first thought to have been perpetrated by burglars, but upon examination it was found that the doors had not been locked or otherwise properly DISORDERLY HOUSES -On Wednesday night Capt. De Camp of the Fourth Precinct made a descent with

a squad of men upon a disreputable and noisy house in Oliver street, kept by Georgiana Canada. The proprietress and seven girls were arrested. Georgiana was locked up for trial by Justice Connelly, and the girls were committed to prison for examination.

A squad of the Tenth Precinct Police, on Wednesday

night, made a descent upon the disorderly house No. 102 Canal street, kept by Louis Harmon and Eliza Harmen. Louis and Edza were arrested, together with four of the inmates, and committed by Justice EXCURSION OF A DETECTIVE TO VENEZUELA .-

Last Winter, John Reyhner, a Swiss, pretending to be transacting a large business, purchased of a dealer in this city a large quantity of cotton, amounting to the value of \$21,000. It was shipped before payment was made; Reyhner obtaining by surreptitious means the porcession of the ship's receipts, and drew against them 19,000 from a banker in Wall street. He absconded immediately, embarking from Philadelphia for South America on board of the brig Joseph Maxwell. The General Superintendent dispatched Mr. Ely Devce in quest of him who set sail from Baltimore for Laguayra, and reached Caracas two days after Reyhner had left for the country. Applying to Mr. Charles Eames, the United States agent, Devoe learned that Reyhner's funds had been deposited in the hands of a banker. He accordingly set about to secure them. The banker, being personally responsible for their safety, refused to surrender the money except under legal compulsion. The papers were nearly ready, when the revolt against the authority of Monagas cocurring, interrupted all proceedings. Meanwhile, Reybner came back to Caracas, and remained two weeks under the observation of Mr. Devoe, but utterly unconscious of that fact. Mr. Eemes laid an "embarge" upon the money, so that it could not be touched till the claimant should prove his right. Finally, Devoe made his errand known to Rephrer, who was greatly mertified at the new phase of effairs. It was not feasible, however, to apprehend him, as the treaty with Venezuela was not yet ratified.

legal measures for soms time, Mr. Devoe returned. He crossed the Caribbean See in a row-boat to Puerto Cabello, whence he took passage to Philadelphia, acid proceeded to Washington and New-York.

First Boats FROM OSWEGO,-The cow Oswego lue Clark & Hovey agents, had two boats here from Oswego yesterday morning, with 8,100 bushels of wheat, consigned to D. Dows & Co., being the first arrivals from that quarter this season.

ACCIDENTALLY DROWNED.—Coroner Hills held an impost or Thursday upon the body of an unknown man, about it was of ace, who on Thesday might was seen to fall into one of the Fact River docks and perish, in spite of all efforts forecase him. The deceased was about 5 feet 8 inches in high, that blue even dark brown half, and was dreated in two pairs of pants and three spirits. The Jury rendered a vertical of "Accidental drowning." The body was sent to line Dead-House at Believue House, in what recombing.

STEALING A TWENTT DOLLAR BILL -- On Wednes

COATES S IMPROVED PURTABLE COATES S IMPROVED PORTABLE COATES STATEMENT BOTTOM S. CHURCHES, HOTERS, PUBLIC INSTITUTIONS, CHURCHES, HOTERS, FLURTATION DWELLINGS, &c.

These machines will be erected in any part of the United States. Canada or West Indies, and warranted to give satisfaction.

DESCRIPTIVE PAMPRILETS, and references to partice having the machines in Des. futuished on application to B. Coates, No. 376 Brossiway,

D. WADSWORTH & Co.,

REFINED GAS OIL .- We are now prepared to An FINED CAN OIL.—We are now prepared to supply our Refined Rosin Oil in any quantity. It will be found the purest and richest Oil for gas in market, and adapted to the inferent Pertable Cas Machines now in use, and at the rates. Dantes, Wannsworm & Co., No. 207 Pearl st., four doors above Maiden lane.

No. 207 Pearl et., four doors above Maiden lane.

[Advectissment.]

MR. EDITOR—DEAR SIR: The idea occurred to use it at a consolidation of the Police and Fire Departments of the City of New York might prove benchrist to the city and lappirt and to the peoples—the one to assist the other, and without any further increase of the whole. The duties of a policeman are undoubtedly more or less arduous, but to the great body of the man who are ambitious of enterprise, to unite in the active labor of the manchine would be briefled with delight; and as well n i, ht the stundy men of the Fire Department delight in detecting a roque and loafing n ittle on pay. The wisdom of the city may think of this not at the same time, if the beads or tails of these Departments require their Portraits taken to hand down to their posterity. Hot MISS GALLERY is at No. 289 Brushway.

KFMOVAL.

VALENTINE & BUTLER

Have REMOVED from Maided-man to No. 337 Broadway, where
they effer for sale a complete assortment of Fire and BURGLARPROOF SALES for stores and dwelling houses. Also, seems Dook
Locks of every description.

THE BRIDE OF AN EVENING.-MISS SUSAN DENING.—This charming drams never was so well presented before at Bartum's Museum. Mass Denin makes an Homora Paule of the most interesting character. She invests the part with a most impassioned liveliness and excellence. She repeat the performence TO Night. A comedy and a drams at Bartum's Titts

PURDA'S NATIONAL THEATER.—TO-NIGHT, BENIFIT of Mr. E. BLANCHARD, and a powerful estertainment is to be given. Mr. H. A. Perry, Miss Decvil, Mr. Blanchard and all the company appear. THE DUME MAN OF MANCHESTER, NEW YORK FIREMAN and THE WATCH DOGS will be performed, with a Divertisement by the Carlo Family.

TABLET STROP-Invented by GEO. SANDERS, A. D. 1816—This, the genuine article, has never been equaled for producing the keenest possible edge to a rator. Can be obtained of the substricts and sole manufacturers, J. & S. SAUNDERS, store No. 7 Autor House.

BROOKLYN ITEMS.

THE LONG ISLAND COLLEGE HOSPITAL .- This in-

THE BROOKLIN HORTICULTURAL SOCIETY.—The recent exhibition of this Society, at the Atheneum, does not appear to have been as large in receipts as former ones. The Treasurer's report, just published, states that the receipts from members' thekets had fallen off \$470, compared with the income of the previous year. A grand floral promeande concert is prepased in June react by the members of the Society and others. The Philharmonic Society are to have charge of the vecal and instruments music, and the Floral arrangements are to be executed by the Horticultural Society.

The Mercanthe Library was celebrated last evening at the Atheneum, by a public meeting, at which andresses were defined a number of eminent speakers, and the intervals were convened by Dodworth's Band.

THE SHIP YARDS.—The yards in Williamsburgh and Green Point are quite dull, their being but little business as either of them. C. P. Lupton at Green Point, is constructing a strambost intended for the Red Bank route, in connection with the Ocean Ways. It is 100 feet long on deck 30 feet beam, 7s feet depth of hold, and will draw about 3 feet of water. It will be ready to receive the engines by the 1st of June. The Ocean Ways is on the ways at Anderson & Bell's yard, undergoing respirely. E. F. Williams is constructing a phist-beat for Eugene Sullivan and others, in place of the Jacob A Westerreit, recently lost. It will be 80 feet on deck, 8 feet hold, and about 115 tuns. It will be completed in August or the 1st of September.

ARREST OF A BURGLAR. - On Wednesday night, the

Assault —On Wednesday evening, John Belter was attested by the officers of the Fifth Precinct, on complaint of Hanty Prichard, who charged him with assault with intent to kill him. Defeadant keeps a laser beer saloon in Broadway, near Mystle avenue, and on Monday afternoon, a party had been in his place raising a disturbance, and bresking the farmture. They were ejected, and complainant, with his friends, coming in soon after, were mistaken for the same parties who had previously been there, and the proprietor assaulted them with a club, cutting complainant according to the bead. He was held for examination.

BURGLARIES.—The grocery store, corner of South Second and Ninth streets, was entered Wednesday night last but nothing stolen, the thierves having been disturbed before they could get to work. The liquor store, corner of Grand and Ninth street, was entered in the same night and \$10 worth of cigars and \$310 change was taken.

STREET CLEANING.—The contract for street clean-ng at die moving the gallage of the Fourteenth Ward was yes-terday morning awarded to Terrence Donnelly at \$1,180.

MILITARY.—John M. Gillet was elected Captain of lon pany D 72d Regiment (Union Guard), on Wednesday, vice lept. Harman Kalletberg resigned. PARADE OF THE POLICE. - The Police of this city

FARADE OF THE POLICE.—The Police of this city are to have a general parade on Monday next, when they will march through some of the principal streets, and be reviewed by the Bissor in front of the City Hall. Inspector Turnbult, of the Elizhh Precinct, New York, with fifty men, will participate in the parade. They will be received at the Fulton Ferry by detachments of the First. Second and Third Precincts of Brooklyn, under command of inspector Smith. After a review in the Park they will repair to Gothic Hall and partake of a collision prejuted for the occasion.

THE COUNTY INSTITUTIONS .- The Board of Superin tendents at a recent meeting appointed Mrs. Ann Webb as a Matron of the Lunaic Asylum, and Michael Murray, Plumber of the Iratitation, to date from the 6th inst.

NEW-JERSEY ITEMS.

Supposed Suicide at Drowniss.—Coroner Me-Anally held an Inquest yesterday upon the body of a woman 65 years of age, named Mary Scarlan, whose body was found in the cars! foot of Grove street. Deceased was moving her forniture from Colden into Greene street. She was senswiking in Grand street about 4 o'clock yesterday morning, and about an hour later her body was found in the causal. In climbing over the fence to get to the causal her apren caught upon a radi said was form off. A verdict in accordance with the above facts was rendered.

SOLDIERS FOR UTAH .- Yesterday morning over 100 ldiers from Governor's Island left Jersey City on the New-York and Eric cars for Utab, via St. Louis.

RAILPOAD ACCIDENT .- Danie! Donevan, a switchhas was tadly crushed about 2 o'clock yesterday morning, while reced coupling the New York and Eric cars, at the Greene esterosing. The injury! man was removed to his residence Newark account, where he was attended by Dr. Burrougha.

THE STABBING AFFRAY.—Dennis McCoy, who was stabled on Wednesday morning in an afray with Charles Fox, was apparently much better last evening. Unless inflammation about set in, the physicians have hopes of his recovery.

TRIPLETS. - Mrs. Mulrain of No. 144 Morgan street Thursday evening gave birth to two girls and a boy. ARREST OF A CON THIEF - Yesterday morning a

boy, named Wesley Meeker, residing in the Fourth Warf, was streated charged with stading a row valued at \$50, belonging to Beward M. Linn of Pavotis avenue. Accused took the cow to Mr. Clambe tain's cattle market in New York, and disposed of her for \$20, to James Riley. The receipt for the money given by Mickey was signed W. H. Van Brunt, Pallasde avenue. North Reteen.

ACCIDENT - A little girl, named Bridget O Donnell. The money being safe and the unrettled state of mat-ters in too Republic rendering it impracticable to take buckleyers were repaired.

LAW INTELLIGENCE.

SUPREME COURT—GENERAL TERM—May 6.—Below Judges Davies, Indeadam and Suprementation. The Mutual Life Insurance Co. and Ambrow Wages. This action was brought to recover \$2,500 insured by the defendant on the life of Woodward Prisble, in the plaintiffs' office, and paid to him on proof of loss. The policy was taken out Dec. 16, 1845, and delivered to defendant by the plaintiffs' agent residing at Pough-keepste. The defendant and Frisble resided at Rhinobeck. The declarations and representations made before issuing the policy are dated the Sth and 11th of December. They are signed by Frisble and by the defendant, and they contain a positive representation that Frisble had never been stillifeed with "spitting blood." The defendant's declaration also contains an aver exit that he has an interest in the life of Mr. blood. The defendant's occurrent to the life of Mr. Prisbie to the full amount of the said sum of \$2,500, and an agreement that this declaration should be the basis of the contract with the Company. Frisbie died Sept. 30, 1851, and the plaintiffs read the loss Oct 25, 1851. After the payment, plaintiffs were informed of the sileged frand, and this action was brought to re-

Defendant answered with a general denial.

Defendant answered with a general denial.

The Jury four da verdict for defendant, and the plaintiffs appealed to the General Term. The case was argued before the General Term on Tuesday.

Jeseph Blant and Jonatoan Miller argued the case for plaintiffe, and Charles O Conor for defendant. Decision reserved.

for plaint fife, and Charles O'Court

Cision reserved.

Richard K. Heldane agt Jesse W. Benedict and others.

INGRAHAM, J.—It can hardly be necessary to cite
surforties to show that where paries exchange notes for the use
of either, such notes are not to be considered accommodation,
papers. Each party is, under such exchange, bound to pay his
own note; either may use the note of the other as business paper,
and the sale of such notes at a greater rate of discount than T
per cond does not affect their validity on the ground of usury.

If such is the effect of the exchange of notes, I see my ground
epon which the plaintiff can aver that the notes in suit were go
emmodation paper. At the time of the exchange bith gatter
commodation paper, and the wobsequent change is the circumstances of

cussed upon the argument as to the right of the pishcitle, or page ment of this claim, to be subregated to the other securities in the detendant, Bernedict's possession, because I consider the other points conclusive upon this appeal. The rights of he deer of business paper, or paper for value, are

order centiming the same be reversed.

IN CHAMBERS—MAYE—Before Judge DAVIES.

THE RELEKEY DIVORCE CASES.

May Brikley agt. Lucius Buikley—Lucius Buikley agt. Mary
These are cross actions for divorce. Cross motions
were made this morning, to make the complaints mere
defirite and certain. The Judge decided that the
complaint first served had precedence, and the defendant in that action might set up affirmatively in has
answer to that complaint any relief he demanded.

Mrs. Bulkley's complaint was served first; consequent y the motion to smend her complaint was denied, which will have the effect of consolidating the
suits. For Mrs. Bulkley, Mr. Bellows; for Mr. Bulkiey, ex-Judge Beebe.

icy, ex-Judge Beebe. DECISIONS. Edward S. Gould agt. Joseph B. Vandervoort et al.

Case scalled.

Lewis Kaufman agt. Betsey Kaufman.—Defendant is estitled to a payment of \$50 to enable her to defend this suit, and allimony at the rate of \$2 a week for her support. The allimony to commence from the time of filing the complaint.

Before Judge Supperation.

Williams agt. Williams.—Judgment of divorce

Anten Heine agt. Matthias Zimmerman.-Motice CIRCUIT-MAY 6-Before Judge ALLEN.

CHACLET - MAY 6 - Hefore Judge ALLEN.

A LAWYER MUICTED.

Cyptian L. Taillant agt. Motimer De Mou.

Action to recover moneys placed in defendant's hands as attorney, to settle the affairs of a copartner-stip between plaintiff and Mr. Mercier - reported on Tuesday. This morning the Jury brought in a general verdict for plantiff fer the full amount claimed, \$2.712 84 Charles Matthews, e.q., for plaintiff; John N. Whiting, e.q., for defendant.

The Profe of he State of New York agt. Henry Rugdes.

This suit is brought by the Attorney-General to set saids a grant of land made by the Commissioners of the Land Office to the defendant on the fith of July, 1822. The complaint states that letters patent were granted to the defendent by the Commissioners of lands under water, adjoining the Nary Yard, Brocklyn, for the sore purpose of promoting the commerce of the State, allowing him to errect docks necessary to effect that and, that the land actually lay within the boundaries of the City of New York, and not of the County of Kings as specified in the grant; the previously to the making of the grant the Commissioners of the Lend Office had adopted a standing rule, in which it was provided that no grant under water would be thereafter rules urbes the accident should produce an adidant from the New York, and not of the County of Kings as specified in the grant; the previously to the making of the grant the Commissioners of the Lend Office had adopted a standing rule, in which it was provided that no grant under water would be thereafter make, unless the applicant should produce an affidavit from the First Judge of the County or the Supervisor and Town Clerk, or of the Assessors of the town in which such lands were simused, stating that the lands applied for were not more than would answerfor the alleged purpose for which the grant was cought to be obtained, and that he or they believed it to be the bun a fide intention of the applicant to appropriate the same to the purposes of commence, or that he or they believed it to be the beneficial enjoyment of the sense by the adjacent owner. The plaintiffs seek to set the grant asside on the ground that it was fraudulent, slighing that the Commissioners were induced to make it by means of trandulent suggestions by the defeadant of certain material facts, and by the financient concealment from the Commissioners of other material facts: that he suggested that the lands were situated in the Gity of Brooklyn, and that he was proprietor of the adjaining lands, which was not true; that he did not produce the afficiant in compliance with the standing rule of the Commissioner; defendant alleges that he is preprietor of the lands adjaining lands, which was not true; that he did not produce the afficiant in compliance with the standing rule of the Commissioner; defendant.

The case came up for this to day. Considerable documentary evidence was submitted, and one or two witnesses examined.

Therefore Sedgwick and Charles O'Conor for the plaintiffs; Francia B Cutting for defendant.

SUPERIOR COURT-CHAMBERS-May 6.-Before Judge PIERREPONT. IN CHIEF MATSELL TO BE EXAMINED IN RELATION TO THE RIOT OF THE 17TH OF JUNE.

Henry Green agt. Fernando Wood. This is one of the assault and battery suits growing out of ex Mayor Wood's resistance to the service of civil process on him on the 17th of June last. A few days nce Mr. W. J. A. Fuller, of counsel for the plaintiff nthis suit, appeared before Judge Pierrep end an affidavit setting forth that George W. Matsell, ex-Chief of Police was an important witness in the care, and that he would probably be out of the State when the case should come up for trial. Upon this flidavit, Mr. Fuller applied for an order to examine Matrell, conditionally, as to his knowledge, &c., of the events which took place at the time of the alleged secont. The Judge granted the order, and Mr. Mat-

ell will probably be examined on Friday. SPECIAL TERM-May 6. - Before Judge Bosworte.

Peletler agt. Swift & Blanchard,—Exceptions set-The New-York Exchange Company agt. Logan .-

David Betks Receiver, agt. William Carney and notice - Referred to Robert D. Livingston to hear and Henry W. Wilkey agt. Richard P. H. Clark.—Re-cred to Robert D. Livingston to take testimony and report the

SURROGATE'S COURT-MAY 6.—Before EDWARD C. Wast.
The Wills of Stephen Palmer and Theo. Jauncey
were proved before the Surrogate to day.
Mayor Tiemenn was appointed guardian to Beas-

UNITED STATES DISTRICT COURT-Before Judge BETTS.

UNITED STATES DISTRICT COURT—Before Judge Betts,
DECISIONS IN ADMIRALTY.

PRACTICE—SUPPLEMENTAL LIBEL—DISCHARGE OF
PROPERTY ON STIPULATION—REARREST.
Richard Restron sat. The Burk Vickery.

In this action the vessel was attached On April 8,
1856 sed on the saver day was discharged from custody on a
bond being given by the claimant, under the set of March 3, 1847,
On the 28th of March, 1858, the libelant filed a supplemental
libel in the cause and prayed process of arrest against the burk,
and various mandates and relief in personan against parties other
than the owners of the bark. Process of attachment against the
bark for the same cause of action as under the previous arrest
was issued, upon which the bark was arrested by the Marshal.

The claimants moved to set aside this process, or that the bond
even out the discharge of the ressel, in Agril, 1856, be cancelled.
Hold by the Court. That it is of no importance to inquire into
and even uniter the regularity or sufficiency of the supplemental
little as an auxiliary to the case made by the original libel, inanmuch as it does not alege any new lien or privilege against the
vesse. Bet existing when the original action was commenced and
the vessel was errected and bonded.

Two years baving clapsed between the two arrests, and both
being a pea the same cause of action, the libelants grocedure